

The Examinations and Informations upon Oath, O F

Sir Thomas Cooke;

And Several other Persons :



Lately taken before a Committee of Both Houses of Parliament, touching divers Indirect Practices, to procure by Corrupt and Unlawful Means, a New Charter, and Act of Parliament for the *East-India Company*.

As also the ARTICLES of Impeachment by the Honourable House of Commons, against the DUKE of LEEDS. With his Grace's ANSWER thereunto.

Die Martis, 23. April, 1695. In the Exchequer-Chamber.

AT the Committee of both Houses, appointed to hear and examine Sir Tho. Cooke, in pursuance of the Act, intituled, *An Act to indemnifie Sir Thomas Cooke from Actions which he might be liable to, by reason of his discovering to whom he paid and distributed several sums of money therein mentioned, to be received out of the Treasure of the East India Company; or for any prosecution for such distribution.*

Sir Thomas Cooke being called in, and the Act read, he thereupon observed to the said Committee something relating to the Clause touching his imprisonment; and did desire, that in case he should then make a full and perfect discovery, to the satisfaction of the Committee, it might by them be represented to each House, so as he might obtain their Votes for his discharge; he apprehending by the Act, that no person is empowered to release him in Case of such discovery. Whereupon the Committee acquainted him, *That they were of Opinion, if he made a full discovery, he would not be liable to the Penalty of that Act; but however, his scruple should be fairly represented to both Houses.*

Sir Thomas Cooke being sworn, acquainted the Committee, *That for their ease he had put his Confession down in writing; a Copy whereof is hereunto annexed.*

The Original being read by him, and the Committee conceiving it to be imperfect, and not such as

the Act requires, the Committee let him know, *That they expected a more particular account of those masters from him.*

To the first Sum of 10000 l. mentioned in the said writing, he saith, the same was payed to Mr. Tyson in November 1692.

That he gave him no Directions how it should be disposed; but it was in expectation to have the Charter of the *East India Company* confirmed, and New Regulations thereto made; and they concluded it for the service of the Company. It was intended for the service of the King, but he could not say the King had it.

He believes the *East India Company* never had any account how this 10000 l. was disposed. He told the Court, as he remembers, *That he had disposed of the money, and they required no account thereof.*

He believes Mr. Tyson told him, that he delivered it to Sir Josias Child, who delivered it to the King. He saith, 'tis a Customary Present, and that in King Charles's and other former Reigns the like had been done for several Years, which by the books of the Company may appear.

That the Company, when this Present was made, were in an ill condition; That he himself advanced this sum, and had it not repaid in 4 or 5 months time; the same, with the interest thereupon due, was presented to the King in Tallies.

As to the 10000 l. and 2000 l. next mentioned in the Account, he saith, those sums were paid to Mr. Richard Adon about the same time; who declared he had several Friends capable of doing great service to the Companies Affairs; and several of them would speak with parliament-men; That he could not particularize who they were, but the end aim'd at, was to get an Act of Parliament.

Sir Thomas Cook offer'd to give the Company an Account how the money was disposed of, but they did not think fit to receive it. And further saith, That he knows no man, besides Mr. Adon, who can give an Account who had that money. That he intrusted this money wholly with Mr. Adon, taking him for an honest and able man, the Court having given him Power (as he conceiv'd) to dispose of the money by another hand, as well as by his own.

That the inducements for giving this money, were fears of the Interlopers going out, and Subscriptions for a New Company going on, by which they apprehended pany would be ruin'd.

That to the best of his Remembrance, there was a Bill at that time for another East-India Company; and that the King had sent a Message to the House of Commons to settle the East-India Trade.

That this 10000 l. was Advanced by Adon himself, and not repaid him in some Months after, which money, he believes, Adon paid away the same Session; the other 2000 l. to Adon, was for Interest and his Pains and Expenses, which were great.

Adon did say he could tell some Persons employed in that Affair, he did understand that this Money was to be laid out for promoting their Affairs in Parliament, could not say to whom it was given, but understood it went no further than the House of Commons, and that he found no good Fruit by such Distribution.

That Mr. Adon at that time had an interest in the East-India Company, to the value of 10 or 20000 l. as he believes, and had so for some time.

That he gave this 10000 l. with the Privy of Sir Josias Child, who recommended Adon as a Person capable of doing the Company Service, having great Acquaintance with Parliament Men, and others who had interest with them.

That he knows not who Adon Employed in the distribution of this Money.

As to the 338 l. 7. s. 8 d. mentioned to be paid to Mr. Melineux, he saith, the same was paid him about the same time the money was paid to Mr. Adon; That Mr. Melineux told him, this money was to be disposed of to the Lord Rivers; but further saith, that since his confinement Melineux had been with him, to tell him, that it was a wrong thing; that my Lord never had it; that he had made use of it himself.

As to the farther Sum of 250 l. mentioned in the said Paper, to be paid Mr. Tyson, for the service of the Company; he saith, it was paid him about the same time, and was in relation to Salt Petre, but he cannot give any further Account thereof.

As to the 220 l. menti'd to be paid to Sir John Chardin, he believes it was for his own use, having expended great sums in the Companies service.

As to the 350 l. paid to Mr. Dockminique, he saith, He believes the same was Expended by him, but he knows, not to whom he gave it.

As to the 382 l. 1 s. 8 d. paid to Capt. Fernain, he saith, That Mr. Jermain told him he had left 700 l. in the Interest of the Interlopers, who finding that Interest to decline, applied himself to him, the said Sir Thomas Cook, proposing that if he might have half the monie, which he had lost, repaid him, he would come into the East-India Company's Interest, upon which consideration the said 382 l. 1 s. 8 d. was paid him.

As to the 1091 l. 13 s. 4 d. paid to Mr. Fitzpatrick, Deceas'd, he saith, That Fitzpatrick told him he had a great Interest with the Lord Nottingham, that he would try what he could do, and he did not doubt but he might accomplish great Services, provided he might have such a Sum of Money; but he believes the said Fitzpatrick kept the Money himself.

That there was a promise of a further Sum, if the intended Act of Parliament did not pass.

As to the 545 l. 16 s. 8 s. it was to be paid Mr. Charles Bates, when the Charter was settled, and was paid accordingly in October 1693. He himself had no acquaintance with him; but Sir Basil Firebrace told him, He had acquaintance with several Lords, and named the Marquess of Carmarthen, now Duke of Leeds.

As to the first 10000 l. paid to Sir Basil Firebrace, it was paid him about Novemb. 1693. And it was always his apprehension that Sir Basil Firebrace kept it for himself to recompence his Losses in the Interloping Trade.

As to the several other sums which complet the farther sum of 30000 l. paid to Sir Basil, he saith, They were paid at one time, the depending upon several Contrails.

That it was agreed, in case the Charter passed, the Company, should take 60000 l. stock of Sir Basil Firebrace, at 150 l. per Cent. When the Charter was passed, he put this stock upon the Company at 150 l. per Cent; Their Stock was then at 100 l. per Cent. by which the Company lost 30000 l. He saith, He never could tell to whom this money was distributed; nor would Sir Basil Firebrace give him an Account of that matter, tho often asked by him to do it; and Sir Basil said, If he were farther press'd, he would have no more to do in it.

That the Charter being pass'd, the Company paid the 30000 l. about January 1693. In recompence for the fall of the Stock, the Company was also to Transfer 40000 l. more Stock at 100 l. per Cent. if an Act passed in 18 Months for Confirming and enlarging their Charter; but the Act of Parliament not being pass'd, the Contract for that 40000 l. stock became void.

Sir Thomas Cook produc'd a Contract dated Sept. 19. 1693. which was mentioned to be made in consideration of 300 Guineas paid to him, which consideration he declared he had not Received.

He likewise produced another contract, dated Octob. 25. 1692.

He

He saith, There were several Contracts, some to the value of 60000 l. on account of Procuring a New Charter, and others, to the value of 40000 l. on account of procuring an Act of Parliament; They were all in Sir Basil Firebraces Name, one of each sort by him produced to shew the Nature of their Contracts.

He saith, The 30000 l. was paid to Sir Basil Firebrace, or his Order, upon Ten several Contracts. It was paid in six several Sums, viz. 15 or 20000 l. (and he thinks 10000 l. a peice, because no more than that sum can be subscribed by one person) to Fowles and Wooton, to Mr. Edward Allen 5000 l. to Mr. Horneby 5000 l. That the 30000 l. and 10000 l. were subscribed into the East-India Company; and he believes the subscribers can give better Information as to these sums.

He did not know but the reason why the 50000 l. was in ten several contracts might be, because Sir Basil might have occasion to distribute it to several Persons.

As to the 90000 l. he saith, That it was 93197 l. Stock bought for 90000 l. of several persons for the use of the Company, to make good the contracts with Sir Basil, if he should choose to accept the Stock.

That the Stock was transferr'd to several persons, to the Company's use; That he was accountable for it; That they had his own Obligation for the same; part of which stock was transferr'd to the Company, other part was sold to their use, and they have the money.

The 23^d April.

A true and full Discovery upon Oath made by Sir Thomas Cooke to the best of his knowledge, how, and in what manner, and to what Person or Persons, and to what particular Uses, Intents and Purposes, and on what account the Sum of 67000 l. and the Sum of 90000 l. have been Distributed, Paid, Applied, Disposed or made use of; which Discovery is in pursuance of an Act of this present Session of Parliament.

	l.	s.	d.
Delivered to Francis Tyson Esq; several Tallies for 10000 l. for the special service of the Company.	10000	00	00
To Interest and Allowance due for the said Tallies, till the same was repaid me.	00	597	8 10
To Mr. Richard Allen to defray the Expences of himself, and for his Friends, soliciting to prevent a new settlement of the East India Company, and to endeavour the Establishment of the Old.	10000	00	00
To ditto, for Interest of the Money and Gratuity for his pains, more	2000	00	00
To Mr. Nath. Molinsaux, Merchant, for himself and Friends in soliciting the Companies Affairs, to prevent a New Charter, and establish the Old, 310 Guineas.	338	07	6
To charges on the Salt Petre, and for the Tallies and other Expences.	164	16	10
To Francis Tyson Esq; for the service of the Company.	250	20	00
To what I find by my Notes of memorandums is charged to my self 100 Guineas.	100	03	04
To John Charadin for several expences and services in the Companies Affairs,	220	00	00
To Paul Ducheminique Esq; for soliciting the Companies Affairs to prevent a New Company, and to establish the Old,	350	00	00
To Captain John Fermain in consideration of loss he had by the East India Stock, and on his promise to come into the Companies Interest, 350 Guineas,	382	01	08
To Coll. Fitzpatrick for the service done the Company by his solicitation for a New Charter 1000 Guineas,	1091	13	04
To Charles Bites Esq; on the same Account, 500 Guineas,	545	16	08
To Sir Basil Firebrace in recompence of his trouble in prosecuting the Companies Affairs, and in consideration of other Losses he had sustained by neglecting his own Business, and by not engaging himself with the interloping Ships.	10000	00	00
To the said Sir Basil for 50 l. per Cent. loss on L ^y 10000 l. Stock I was obliged to accept of him at 150 l. per Cent. being on the Companies account.	5000	00	00
To Ditto, for a like Loss of 50 l. per cent. on 9000 l. Stock.	4500	00	00
To Ditto, for a like Loss of 50 l. per cent. on L ^y 8000 l. Stock.	4000	00	00
To Ditto, for a like loss of 50 l. per cent. on L ^y 7000 l. Stock.	3500	00	00
To Ditto, for a like loss of 50 l. per cent. on L ^y 6000 l. Stock.	3000	00	00

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To Ditto, for a like loss of 50 l. per cent. on L ⁵⁰⁰⁰ l. stock.	2500 00 00
To Ditto, for a like loss of 50 l. per cent. on L ⁴⁰⁰⁰ l. stock.	2000 00 00
To Ditto, for a like loss of 50 l. per cent. on L ¹⁰⁰⁰ l. stock.	500 00 00
To Ditto, for a like loss of 50 l. per cent. on L ⁶⁰⁰⁰ l. stock.	3000 00 00
To Ditto, for a like loss of 50 l. per cent. on L ⁴⁰⁰⁰ stock.	2000 00 00
To the Attorney General for his great trouble and pains about the Charters, and other Affairs relating to the Company, 500 Guineas.	545 16 08
To the Solicitor General on the same account, 200 Guineas.	218 06 08
To Mr. Sambrook, &c. for charges in passing the said Charters.	218 06 8
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Tho. Cooke.

The 23d. April 1693.

An Account of the Disposition of the 90000 l. mentioned in the said Bill ; which was for E. India Stock, bought of several persons for account of the E. India Company ; as by the particulars below appear ; Viz.

	East-India Stock.			which cost		
	l.	s.	d.	l.	s.	d.
Of Mr. Robert Marshal	4066	10	0	3659	17	0
Of Ralph Marshal, Esq;	2033	5	0	1829	18	6
Of Mr. Abraham Wilmer	5760	17	6	5184	15	9
Of Mr. John Blacker	1016	12	6	914	19	3
Of Mr. William Shepberd	6777	10	0	6099	15	0
Of Sir Salastiel Lovell	1016	12	6	914	19	3
Of Paul Dockminique, Esq;	1355	10	0	1219	19	0
Of Mr. John Dubois	2033	5	0	1829	18	6
Of Mr. Robert Lancashire	6777	10	0	6099	15	0
Of Mr. Vincent Shepberd	3388	15	0	3049	17	6
Of Mr. Francis Gosfright	3388	15	0	3049	17	6
Of Frederick Herne, Esq;	5422	0	0	4879	16	0
Of Capt. Jonathan Andrews	677	15	0	609	19	6
Of Sir Thomas Gramham	1694	7	6	1524	18	9
Of John Perry, Esq;	3388	15	0	3049	17	6
Of Mr. Richard Munford	4744	05	0	4269	16	6
Of Mr. Samuel Ongley	19654	15	0	17995	1	5
Of Richard Mounteney, Esq;	3300	0	0	2970	0	0
Of Mr. Gabriel Glover	5500	0	0	4950	0	0
Of Mr. Thomas Powel, &c	17200	0	0	15695	0	0
	<hr/> 99197	0	0	<hr/> 89799	1	11

For Provision, &c. Of the said L⁹⁹¹⁹⁷ l. stock only computed at 200 l. 18 s. 1 d. to make up the 90000 l.

} 200 18 1

90000 00 0

Tho. Cooke.

Die

Die Mercurii 24. April, 1695. In the Exchequer Chamber.

At a Committee of both Houses, appointed for the Examinations of several Persons touching the Receipt and Distribution of Monies mentioned in a late Act, intitled, An Act to Indemnify Sir Thomas Cooke from Actions which he might be liable to, by reason of his Discovery, to whom he paid and distributed several sums of money therein mentioned to be received out of the Treasure of the East-India Company, and from any Prosecution from such Distribution.

Sir Basil Firebrace being interrogated touching his receipt of 10000 l. and 30000 l. (charged on him by Sir Tho. Cooke) and also touching the distribution thereof.

Deposeth,

THAT the said sum of 10000 l. was given as a gratuity to him by the said Sir Thomas Cook for his Losses, of which he had given Sir Thomas Cook a satisfactory Account. That he received the 10000 l. some time before the Charter for the East-India Company passed.

That the said sum of 30000 l. was received by him by virtue of a Contract with Sir Tho. Cook, it was for Favours and Services done.

That the Stock at the time of the Contract valued at 150 l. per Cent. falling afterwards to 100 l. per cent. the difference was 30000 l. which they made up to him.

That the reason of the fall of the Stock, was the Ships not coming in, and if that had not happened, he the Deponent had gain'd as much as the 30000 l. paid him.

That he is positive the 10000 l. and 30000 l. were directly for himself, and the use of no other Person whatever.

That he paid no part of the same towards procuring a Charter, or Act of Parliament, nor made any promise so to do.

That he had several Discourses with Sir Tho. Cook, about using his (the Deponents) endeavours to procure a New Charter, for that it was his Interest so to do, after the Contracts were made.

That he did use all his Interest to prevail with the Interlopers to forbear Prosecution, and that he did endeavour all he could to improve the Companies Stock, and made it in his bargain, that the Company should submit to Regulations in their Charter.

He believes that Sir Tho. Cook might desire him to acquaint him how he disposed of the Money, but that he (the Deponent) told him it was not fair, it was contrary to their agreement, he was not to ask him, the Deponent, what he did with his own.

That in some of the Contracts the consideration or premium (mentioned therein) was paid, and refers to the contracts, that in some of them 5 l. per cent. in others 5 s. is the premium mentioned.

That in the contract, Sept. 15. 1693. the 300 Guineas were paid by a Note which Sir Tho. Cook kept some time, and after did deliver up to the Deponent, without having received any money from this Deponent.

Being asked what particular Services he did, or was to do for procuring a New Charter.

Saith, That he might be might Answer to this at some other time, being not well, not having slept two or three Nights, and much indisposed, as to his Health.

That he was unwilling to take too much upon himself: he thought he did great Service to the Company in Solicitation, and other Services. He knew not of any money or stock given to any Person whatever for procuring a Charter.

Being asked whether the 30000 l. or the value of 30000 l. was wholly for himself, and was not disposed to any other Person.

Saith, That no part of it was to any other Person, but himself, except one 500 l. paid to Mr. Powel, whose Christian Name he did not remember, but saith, that he lives at Thannet-House: That he was not sure whether he paid that out of this or his own.

It was paid to Powel, because he had good Interest among the Interlopers, and was instrumental in reconciling differences.

Reported from the Committee of both Houses
April 27. 1695.

Die Jovis 25th April, 1695. In the Exchequer-Chamber.

At a Committee of both Houses, appointed for the Examination of several Persons touching the Receipt of Monies mentioned in a late Act, and touching the Distribution thereof.

Mr. Hornby, Goldsmith, Exhibited to the Committee an Extract of Sir Basil Firebrace's Account, which being Examined and compared by the Committee, was signed by him, and is herewith annexed, and

Deposeth,

THAT at the time when he subscribed 10000 l. into the East-India Companies Stock, he had Sir Basil Firebrace's word for his Security (in case the Stock fell) to have 5000 l. part thereof repaid him, if he this Deponent should desire it at the end of that year.

That he did call for his Money at that time, and took the East-India Companies Bonds for it, payable in March, at which time a Sale commenced; and he having his Money then paid, he Transferr'd it to the Secretary of the East-India Company.

To the other 5000 l. part of his said subscription, he saith, *That he had no conditions from Sir Basil Firebrace; for that having subscribed before, he knew such Terms were to be had.*

That he knows not whether Sir Basil made such Terms with others, or not; but hath heard he did the same with Mr. Fowles.

Mr. Fowles exhibited an Extract of Sir Basil Firebrace's Account examined as aforesaid, and is herewith Annexed, and signed by him, and

Deposeth,

That he cannot remember the Names of any Members of Parliament, to whom any Money was paid by Sir Basil Firebrace's Order.

That he never keepeth any private Notes or Memorandums of Persons Names, to whom he pays Monies, and hath no other Accounts (as to that matter) but what are in his Books.

Sir Basil Firebrace having desired leave to be called in, further Deposeth,

That having had a Treaty with Mr. Bates, whom he thought able to do service in passing the Charter, and to have acquaintance with several Persons of Honour; he this Deponent gave two Notes for 5500 Guinea's to Mr. Atwel, payable to Mr. Bates or Bearer.

That one Note was for 3000 l. and the other for 2500 Guinea's.

That he this Deponent did put the Notes into Mr. Bates's Hands, who told this Deponent, *That he would deal with him for himself, and if the Business were done,*

he would keep the Notes, else deliver them again.

That the 2500 Guinea's were paid after the Charter for restoring the East-India Company passed; the other for 3000 Guinea's, after the Charter for Regulation passed.

That he had these Notes from Sir Thomas Cooke, and was accountable to him for the same, which he put into Mr. Bates's hands.

That the said Sir Tho. Cooke did know, as this Deponent verily believes, how these Notes were to be disposed of; and further saith, *He told Sir Tho. Cooke that Mr. Bates had Acquaintance with several Lords, naming the Lord President, and others.*

That he this Deponent, could not tell who this money was designed for, or what Bates did with it; for that Bates would not deal on such Terms of telling Names.

That Bates did introduce him, this Deponent, several times to the Lord President, who made some scruples in point of Law; upon which this Deponent desired his Leave that the Attorney General might wait upon him; and he accordingly brought him.

That he doth not remember any other Lord to whom Bates introduced him.

He saith, That one day last week the 5000 Guinea's were offered by Bates back again to him; who said, *That this might make a Noise; That if Sir Tho. Cooke thought it too much, he would give it him again; And that on Tuesday last 4900 Guinea's, being the Value of 5500 l. brought to this Deponent.*

That the other 500 Guinea's are still in Bates's hands.

That Sir Thomas Cooke did scruple to take back this money at first, but afterwards did consent to it, the morning when he was brought up before this Committee: Whereupon this Deponent gave him Fowles his Note for the money, payable to Mr. Atwel, or the bearer: and this Deponent believes he the said Sir Thomas Cook, had a double Account, the one was made up with that sum, the other without it.

He further saith, That Bates would have paid back the whole, but Sir Thomas Cook said, *the Account would not be even, if the 500 Guinea's were brought into that account.*

That it was no part of the 4000 l. before mentioned in this Deponent's Examination, and paid to this Deponent, which 4000 l. this Deponent saith was wholly his own: That he always took care to have it particularly understood that it was for his own use and benefit; the same was declared before Witnesses.

That

That they found great stops in the business of the Charter; they apprehended it proceeded sometime from my Lord Nottingham, sometime from others.

That Coll. Fitzpatrick received 1000 Guinea's on the same Terms as was with others, if the Charter passed. He pretended great Interest with my Lord Nottingham, and that he could get information from the Lady Derby how the Queens pleasure was. Coll. Fitzpatrick said, he would try to prevail with the Lord Nottingham for 500 Guinea's upon passing the Charter, and 5000 l. on the Act of Parliament; but the Lord Nottingham refused to take it. He heard a Note (signed by Sir Josias Child, Sir Thomas Cook, and others) for 50000 l. was lodged in Tysons hands for about a year, to be paid in case the Act passed, and that it was refused (as he understood) by my Lord Portland; that Tyson told him he had made an Offer, and it was rejected; that Tyson told him this lately.

That 1000 Guinea's are entered in the East India Company's books, and were to be paid to Mr. Ward and Mr. Fakener, who are of the Interloping Interest, and made great Opposition to the Charter.

Mr. Ward said, if he had a 1000 Guinea's, he would bring over others to the Company's Interest. These 1000 Guinea's were to be paid on the arrival of the Ship *Seymour*.

That Sir William Prichard and Dr. Ratcliffe did accept some East India Stock, but on the same Terms as any Merchant might have done, and they paid their money for it.

Richard Alton Deposeth, That he received of Sir Tho. Cook the sum of 10000 l. and 2000 l. That he, this Deponent did tell Sir Tho. Cook, *He had Friends who would take pains to do the Company service, but they would have 10000 l.*

That Sir Tho. Cook agreed 10000 l. should be given, whereupon this Deponent advanced that Sum, this Deponent had 2000 l. for his pains and trouble in attending two Sessions; if the Bill for a New Company had passed, this Deponent was to have had nothing.

That he verily believes he gave Sir Tho. Cook an account to whom he distributed it, or else he thinks the money had not been trusted to him.

That he did not distribute it to Members, but to those who had Interest with Members.

Some of them to whom he gave money to be distributed, were Mr. Craggs (with whom this Deponent was concerned in Cloathing the Army, who had acquaintance with Colonels in the House, and some Northern Members) Mr. Wallis, Mr. Ridley, Mr. Duckminique.

Mr. Goldwell (who is since Dead) was the only man which he himself gave money to.

That if he had a little time to peruse his Papers, he could recollect further.

Nathaniel Povel Deposeth, That he was very instrumental in causing a good understanding between Sir Tho. Cook and the Interlopers; and contrived how

to bring Manning to move Sir Bazil Firebrace, who had been of a different Interest.

That Sir Bazil made some terms with Sir Tho. Cooke, upon which a Charter was to be had.

That he perceived by Sir Bazil Firebrace, there was some difficulty in the matter. Sir Tho. Cooke insisted to know what Sir Bazil Firebrace did with the money, which Sir Bazil refused to let him know.

That he always withdrew at their meetings, his business being only to go upon Errands to procure meetings; and that one day he, this Deponent, asking Sir Bazil Firebrace, *Whether he intended to make a Partner of him*; Sir Bazil gave him his word, That he should have 500 Guinea's, and that about two months since he did receive 350 l. tho the promise was to have it paid upon passing the Charter.

That he hath bought 10 or 15000 l. stock at one time of Sir Tho. Cooke; he never took it to be the East-India Companies, but Sir Tho. Cooke's proper stock, and had his Contract for the repayment of it in six months, if desired; he generally had it repaid; if any loss was, he always look't upon it as Sir Tho. Cooke's, and not the Companies loss.

Sir Pazil Firebrace. Debit.

		l.	s.	d.
1693. January 23.	To Cash paid Mr. Allen	29	0	0
February 26.	Ditto, 50 Guinea's	55	0	0
1694. April 5.	To Ditto, Mr. } 2000			
	Atra. Wilmer. } 2250	42	50	0
	Sir Fr. Child. } 2250			
	6 To Sir John Lowther	110	8	4
	11. To Cash.	55	4	4
	19. To Ditto.	55	4	2
May 5.	To Ditto part of a note } 250 0 0			
	My 4. }			
	16. To Ditto, Mr. Ar. Sballer	400	0	0
October. 22.	To Jof. and Nat. Hornby	1000	0	0
Decemb. 21.	To Cash, Sir F. Child 800 } 1200 0 0			
	Mr. Coggs—400 }			
	29. To Ditto	1300	0	0
January 2.	To Ditto, part, Decemb. 29.	1100	0	0
	5. To Ditto.	50	0	0
	7. To Ditto.	40	0	0
	19. To Ditto.	30	0	0
	24. To Ditto.	50	0	0
	To Benjamin Skinner	50	0	0
Feb. 5.	To Cash.	10	0	0
	Ditto.	20	0	0
	9. To Ditto, Mr. F. Cooke	2666	13	4
	28. To Cash	62	10	0
March 4.	To Ditto, Sir N. Butler.	127	19	0
1695. April 5.	To Cash.	62	10	0

March 4. To Ditto, Mr. Ann. & Co. 5000 0 0
 24. Ditto, by Mr. John Cooke, } 5000 0 0
 Mr. Hornby.

Robert Fowle.

Per Contra.

		l.	s.	d.
1693. Decemb. 19.	By cash received	10000	0	0
January 3.	By Ditto.	5000	0	0
8.	By Ditto.	5000	0	0
1694. May 4.	By Ditto.	425	0	0
Decemb. 29.	By Ditto.	1300	0	0
January 7.	By Ditto.	2584	13	1
16.	By Ditto	3280	0	0
25.	By Ditto. 100 G.	110	0	0

Robert Fowle.

Mr. Hornby's Accompt, Reported from
 the Committee of both Houses, 27th
 April 95.

1693. Sir Basil Firebrace, Debitor.

		l.	s.	d.
January 13.	To John Shore	200		
	To Alfonso Rodriguez	420		
16.	To Dr. Stewarts	80		
	To Charles Shales	350		
20.	To William Terret	150		
23.	To Ben. Levey	814	7	
24.	To John Howard	232		
26.	To William Clark	280		
31.	To Charles Shales	200		
Feb. 5.	To Richard Goodal	90		
10.	To Rowland Harris	100		
14.	To Dr. William Stewart	150		
20.	To Thomas Steers	300		
March 2.	To John Turner Jun.	212	10	
6.	To Burrel, and Lister	105		
7.	To John Swann	436		
8.	To Sir Stephen Evance	210		
9.	To Charles Shales	200		
	To Peter Power	487	10	
14.	To the Earl of Devonshire	403	5	
21.	To Josiah Davis 350 G.	385		
	To Mr. Swan	520		
23.	To Charles Shales	534		
1694. 29.	To Samuel Bulstee	177	1	

April 31.	To Alvaro de Costa	853		
3.	To William Hammond	420		
5.	To Robert Harrifon	315		
	To Peter & Pierre Henriques	312		
	To George Faros	450		
7.	To Peter Morger	450		
9.	To Samuel Clark	221		4
24.	To William Rople	140		
27.	To himself in Gold	55		
4.	To William Terret	210		
8.	To Edward Shaller	71	19	
11.	To Peter Burrel	100		
14.	To thar S l.	77	19	
15.	To Charles Shales	235		
17.	To Samuel Clark	210		
22.	To Capt. Tho. Read	184	6	7
	To Robert Hactshaw	105		
24.	To William Clark	175		
	To Sir Stephen Evance	140		
25.	To Sam. Clark	100		
26.	To William Terret	150		
8.	To Sam. Clark	154		
12.	To Ditto	102	10	
	To Sir Stephen Evance	68	6	8
14.	To Jonathan Jones	136	13	4
16.	To William Terret	317		
20.	To Ditto	100		
27.	To Sir Benjamin Newland	154	11	8
30.	To Mr. Ruffel	132	10	0
July 3.	To John Swann	326		
4.	To William Johnson	80		
5.	To Andrew Loper	240	15	
9.	To John Swann	450		
20.	To Nunds Fernandes	150		
Aug. 2.	To Peter and Pierre Henriques	200		
7.	To John Swann	132		
10.	To Burrel, and Lister	65	15	8
	To Samuel Clark	65	15	8
18.	To Joshua Bainson	81	5	
	To Thomas Drake	81	5	
20.	To Thomas Firmin	97	10	
30.	To Nathaniel Hornby for a Horse	13	3	4
Sept. 1.	To Aaron Kinson	79		
4.	To Charles Peers	50		
5.	To Daniel Morley	50		
	To Edward Smith	100		
7.	To Samuel Clark	130		
	To Nathaniel Bench Esq;	100		
	To Daniel Wigfall, and Comp.	97	10	
	To Thomas Drake	65		
14.	To Thomas Chappel	50		
21.	To Adam Spencer	50		
22.	To Henry Bawn	20		
24.	To Isaac Nunds	100		
27.	To George Savage	36		

Per-

Per Contra. Credit.

		l.	s.	d.
1693.	Decemb. 29. By F. Langham pt. 59	30		
	January 6. By note per Fortmans	5000		
	24. By the Owners of ship Success	429	7	6
	Feb. 7. By Sir S. Evans and C.	2500		
	March 19. By several Goldsmiths	525		
	22. By Rob. Fowle and Comp.	80		
1694.	26. By the East India comp.	722	10	
	By Ditto.	68	2	0
	April 5. By Edmund Portmans.	403	5	9
	By Richard Hoare	100		
	12. By John Brasseley	106	12	
	17. By Edward Vernon	100		
	19. By Smith and Ward.	146	8	
	21. By money	1000		
	24. By John Coggs.	70	10	
	May 8. By Note.	77	19	
	15. By Mr. Swann.	163	12	6
	June 1. By Geo. Finch, 1000 G.	1100		
	22. By Edw. Allen.	500		
	July 7. By S. Sheppard and Comp.	1000		
	By Mary Finch.	350		
	26. By the Owners of ship Success.	80	12	6
	August. 1. By John Langham pt. 59.	11		
	2. By Skyles and Mertins.	111		
	Septemb. 8. By Sir S. Evans and C.	269	7	1
	13. By John Sweetapple.	426	10	
	14. By John Langham full 59	18		

Sir Basil Firebrace continues Debt.

		l.	s.	d.
1694.	Brought over			
Octob.	2 To Ash. & Co.	50		
	6 To Daniel Morley	50		
	8 To Mr. Clayton	175	15	5
	9 To Dr. Stewart	40		
	12 To Matthew Kendrick	155	15	8
	15 To William Terret	100	0	0
	17 To Elias Coker	50		
	17 To Thomas Bates	80		
	To Thomas Barnham	103	3	
	To Jonathan Wells	100		
	2 To William Terret	50		
	To Edward Smith	100		
	2 To Richard Leeds	39	14	6
	24 To John Langley Esq;	451	15	9

Nov.

25. To William Terret	140		
2. To Ditto	100		
9. To Benjamin Ray	61	6	
10. To William Terret	60		
13. To Daniel Morley	100		
To Edward Dreyner	76		
14. To Abraham Wilmer	1350		
17. To William Terret	105		
19. To Simon Baxter	169	6	
To Edward Dreyner	64		
23. To Sir Benjamin Newland	1000		
27. To Adam Spencer	100		
1. To Jonathan Wells	105		
To Peter Wallis	100		
4. To William Terret	156		
10. To Ditto	145		
14. To Mr. Cranlake	50		
22. To himself in Gold	56	13	4
29. To William Terret	141		
4. To Thomas Steers	166	15	
5. To Thomas Bates	80		
8. To John Swann 50 G.	56	17	6
To Charles Chiles	40		
11. To Abraham Wilmer	860		
14. To Sir Rowland Ainsworth	137	10	
22. To Sir Benjamin Newland	280		
23. To Arthur Skaller	270	5	
24. To Robert Fletcher	80		
To William Terret	135		
28. To Edward Barradell	100		
1. To William Terret	100		
9. To Ditto	139		
15. To William Hammond	90		
22. To William Terret	130		
25. To Abraham Wilmer	92	10	6
26. To Thomas Coulson	815		
6. To William Dale	144		
9. To Thomas Steers	294	13	
To Thomas Langham	500		
19. To William Terret	280		
4. To Daniel Wigfall	69	13	4
8. To Thomas Drake	65		
9. To Samuel Clarke	130		
10. To William Terret	224		
16. Ditto	200		

Errors excepted for Jos. Horneby and my self,
Nathaniel Horneby.

Per Contra. Credit.

		l.	s.	d.
1694.	Brought over			
October	1. By Richard Conyers	48		
	15. By Robert Fowle, and Comp.	1000		

17. *Bartholomew Layton*
 Novem. 7. By the Owners of ship *Success*
 Decem. 19. By *Edmund Portmans*
 January 12. By *Ditto*

100	March	15. By the <i>East-India Company</i>	1000
1000	1695.	30. By <i>Ditto</i>	1500
2000	April	22. By the Owners of ship <i>Success</i>	2912 10
1500			

Errors excepted,

For *Jos. Horneby* and my self,

Nat. Horneby.

Die Veneris, 26. Aprilis, 1695. Exchequer Chamber.

At a Committee of Both Houses.

Mr. Wootton exhibited a particular Abstract relating to Sir Basil Firebrace's Account, taken out of his Cash-book, and being subscribed by him, is hereunto annexed.

Mr. Bates upon his Examination Deposeth,

THAT *Sir Basil Firebrace* did apply himself to him to use his Interest for obtaining a Charter for the *East India Company*, the old Charter being forfeited, and told him, this Deponent, they would be very grateful for it, but cannot remember whether any particular sum was named.

That he, this Deponent, did use his Interest with the Lord President, who said he would do what service he could; and further saith, That the Lord President had delivered his Opinion publicly for confirming the Charter, and thought the forfeiture an hardship.

That the Lord President had often shewed himself his Friend.

That he received three Notes for 5500 *Guineas* in the whole, that he lent a servant for the Money, but cannot say the time: that he told the Lord President what sum he had, and would have paid it upon my Lord, but my Lord refused; whereupon this Deponent, in regard he could not tell money himself, did ask leave of my Lord that his servant might tell the money, to which my Lord answered, he gave leave, and accordingly Monsieur *Robart* did go and receive the money.

That he had not the Notes till after one Charter had paid; but he saith that the Notes were given all together at one time, and that he, this Deponent, gave no counter Notes when he received them. But afterwards being Examined to the same matters, was not positive that counter Notes were not given. That he thinks when he had the first treaty with *Sir Basil Firebrace* that *Sir Basil* did say, he, this Deponent, should have a sum, and thinks he named a particular sum.

That 500 *Guineas* were received before June last, and the other 5000 *Guineas* afterwards.

That the said Notes were not out of his Possession from the time that he first had them, to the time he gave them to Monsieur *Robart* to receive the money, who after he had received the money, brought the same to him, which hath remained in his, the Deponent's, Possession in his own House, till he paid 4400 *Guineas* thereof back again to *Sir Basil*, which was upon Monday or Tuesday last, as he takes it; and being examined again to the same matter, saith, that these 4400 *Guineas* paid back to *Sir Basil*, were in four Bags, with 11 hundred *Guineas* in each, brought to him by *Robart* within a Month last past. As to the 600 *Guineas* remaining of the 5000; he at first said he had spent the same; and being afterwards examined to the same matter, did say they were at home in his Study, but he may have spent some.

The reason why he paid back the 4400 *Guineas* was the noise that it made; and that People may think that he did not deserve them.

That the 5500 *Guineas* were for his own private use, and that he might have given them to his Footman.

Sir Basil Firebrace Deposeth, That the *East India Company's* Charter being Forfeited, *Sir Tho. Cooke* and others applied themselves to him, observing him active, and to have Interest among Noblemen, to endeavour the procuring a New Charter. That *Sir Thomas Cooke* was apprehensive that it stuck with the Duke of *Leeds*, and told him, this Deponent, that some way must be found out to the Duke. He thereupon applied himself to *Mr. Bates*, who would not pretend to talk with the Duke, but said he, the Deponent, must tell him what the Company would do, that he told *Mr. Bates* he thought a Present would be made of 2 or 3000 l. *Mr. Bates* told him he went to *St. James's*, and said he had spoke with his Friend, and that more had been offered on the other side. At another

other time he said more was offered by our side, and at last said that 5000 l. had been offered by another hand on the same side: upon which he, this Deponent, did not come up to the Market.

He acquainted Sir Thomas Cooke with this Proposal, who said, if it was insisted on it must be done, and so it was agreed to offer 5000 Guineas.

Bates said, this was nothing to him, that he ought not to be employed for nothing; on which this Deponent was forced to go back to Sir Thomas Cooke for new Orders; and so 500 Guineas were given to him besides. At first Bates said, he would undertake no further, than that the Duke should not oppose, but he silent; because he did not know but the Duke had engaged himself by speaking on the other side. That he, this Deponent, did except against this, because he could not let the Company's money go for nothing; and it would reflect upon him if nothing appeared to be done for it.

It was agreed, that if the Duke did act in favour of the Company, he should have two or three thousand Guineas, and Bates 500 Guineas to himself. He this Deponent would have put off his 500 Guineas to the last, to engage him to take the more pains; but Bates said, his Friend would have him have the 500 Guineas to himself first.

Sir Basil produced a Copy of Mr. Bates's Receipt for a Note of 3000 Guineas, which he promised not to call for till the Charter should pass; the Original Mr. Bates had back when the money was paid, and he this Deponent had not taken a Copy of the Counter-note for 2500 Guineas.

That after the first Charter was passed in October, he sent to Mr. Bates, that he might call for the money; and he did call for it in two or three days. That the other Note was paid within a week after the passing the second Charter; for the time the Notes were given we had free access to my Lord President, and found him calm and willing to give us his Assistance.

That Mr. Bates was shy, and called it his Friend at St. James's; that the condition of One Draught which Mr. Bates brought, was worded, *In case the Lord President did not assist the Company in passing the Charter*; to which this Deponent made an Alteration, by putting out my Lord's Name, and making it not payable in case the Charter should not pass, or to that Effect. Bates said, it came from his Friend at St. James's.

About a week before the money was brought back again, this Deponent went to Bates about it, who then told him it was all for himself.

That on Sunday night last, or Monday, Bates being at his own House, said, he had not the money by him, but he would fetch it; and that the money, he thought was in silver; and afterwards told this Deponent, it was a mistake; but he had brought in Gold, which according to the computation, came to the same sum.

That when this Deponent told him, that Sir Tho.

Cooke would not take the whole back, Bates said, he could give no answer to it till he had spoke with his Friend.

This Deponent saith, that on Monday last 3000 Guineas were left at his House by Mr. Bates, a Friend of Sir John Trevor's, who said he brought it from Sir John Trevor, to whom Sir Thomas Cooke had before paid it with his own hands, under colour of an arrears for four or five years, as he had been Commissioner of the Great Seal; and that he, this Deponent, was present when Sir Tho. Cooke gave it, and that he was at another time 2500 Guineas ordered to be given to him the said Sir John Trevor as a New Years-Gift, by Sir Joseph Bourn.

That as to 20000 of the 30000 l. before mentioned, the sums were not actually paid till since 1 July; and to the other 10000 l. he hath it now in stock in the East-India Company.

That as to 5000 l. part of the said 30000 l. he did design one third thereof to Sir Ed. Seymour, one third to Sir John Trevor, and one other third to Mr. Guy.

That he offered the same to them by Mr. Guy; but Mr. Guy told this Deponent they did not desire to meddle with the stock, but would do any service they could to promote getting the Charter.

Sir Edward Seymour afterwards meeting him, this Deponent, chid him for making that Proposal, and told him, if he made any more such proffers, he should never have any thing more to do with him.

That he, this Deponent, did tell Mr. Guy, that the advantage to them in passing the Charter, an Act would be worth 10000 l. among them.

That he, this Deponent, did intend a distribution of all the 30000 l. in manner following, viz.

To Sir Edward Seymour, Sir John Trevor and Mr. Guy 10000 l. in case the Charter and Act of Parliament passed; to the Merchants Interlopers 10000 l. and to himself 10000 l.

That he, this Deponent, thought himself obliged in honour to pay the two thirds of the 5000 l. when received, to Sir John Trevor and Mr. Guy, the other third he intended for Sir Edward Seymour, he kept for himself.

Sir John Trevor did some time afterwards give this Deponent some hints of his expectation.

Mr. Atkin delivered to an Account in writing of the Persons among whom he had distributed several Sums of Money, which Account is hereunto annexed.

HE saith Mr. Wallis had a sum of money given him, which is included in Crags's money, in his Account mentioned.

Several Gentlemen of the Committee of the East-India

India Company, that were appointed for inspecting the Books, and examining the Accounts of the East India Company, attended, and delivered in some Papers drawn up in the Nature of a Report to that Company; a copy of which is hereunto annexed.

Sir *Josias Child* being examined, said, he never disposed of 10 l. of the Company's money, to his Remembrance, always affecting Ignorance in that matter; said, He did recommend Mr. *Alton*, as being an honest man, and thought he may do service to the Company in Parliament, because of his Acquaintance; That he did Recommend, that a Present of 50000 l. should be made to the King, if his Majesty would so far wave his Prerogative, that an Act of Parliament might be passed for settling the Company; That Mr. *Tyson* told him the King would not meddle in that matter.

That he knew nothing of the 40000 l. paid to Sir *Basil Firebrace*; says, there was a kind of a Committee of 25 Persons that *sate de die in diem*, to destroy the Company; and he told Sir *Thomas Cooke*, that he thought Sir *Basil* the fittest person to divide them.

Mr. *Arwel* produc'd his Cash-books, by which it appear'd that,

	l.	s.	d.
9th Octob. 1693. Mr. <i>Bates</i> had received	545	6	3
10th October	2181	5	0
16th November	3275		

And said the money was paid by Order of Sir *Thomas Cooke*.

Mr. *Bates* being again examined, said he believed the money might be paid as the books expressed; and further owned, that he had not 4400 Guineas in his house on Sunday Night last; but that the 4400 Guineas which he paid back to Sir *Basil Firebrace*, were brought to him by Monsieur *Robart*, on Tuesday morning last, 8 of the clock.

Mr. *Tyson* being examined, said, That Sir *Thomas Cooke* and Sir *Josias Child*, gave him a Note under their hands for 50000 l. which was intended to be presented to the King, if his Majesty would pass an Act of Parliament as they should desire.

That he acquainted the Lord *Portland* of the Company's intention to make such a Present, who told this Deponent that the King would not meddle with it.

Being asked, whether he had offered the same to the Lord *Portland*; he deny'd he had so done, saying, If he had, he must never have seen his Face more.

He saith, that when he was examined before the House of Commons, he did not take it, that the 10000 l. offered his Majesty, was included in the sum charged upon Sir *Tho. Cooke*, being before the date of any Orders for that money.

Mr. *Craggs* being examined, gave in an Account how he had disposed and applied 4540 l. with which he was charged by Mr. *Alton*; which Account is hereunto annexed. He denies that ever he paid any money to any Members of Parliament.

1693. Sir Basil Firebrace, Debitor.

		l.	s.	d.
January 23.	To Cash paid Mr. <i>Allen</i>	2900		
Februar. 25.	To Ditto 50 G.	55		
1694. Apr. 5.	To ditto Mr. <i>A. Wilmer</i>	2000		
	Sir <i>Fra. Child</i>	2250		
6.	To Sir <i>John Lowther</i>	110	8	4
11.	To Cash	55	4	4
19.	To ditto	55	4	2
May 5.	To ditto part of a Note May 4th	25		
16.	To ditto	175		
June 6.	To ditto Mr. <i>Ar. Skiller</i>	400		
Octob. 22.	To <i>Jos. and Nat. Horneby</i>	1000		
Dec. 21.	To cash <i>Child</i> 800			
	<i>Coggs</i> 400 per Notes	1200		
29.	To ditto	1300		
Jan. 2.	To ditto part Decemb. 27.	1100		
5.	To ditto	50		
7.	To ditto	40		
19.	To ditto	30		
24.	To ditto	50		
	To Ben. <i>Skinner</i>	50		
Feb. 5.	To Cash	10		
9.	To ditto	20		
28.	To Cash Mr. <i>John Cooke</i>	2656	13	4
March 4.	To Ditto	62	10	
9.	To Sir <i>Nicko. Butler</i>	1193	19	
1695. April 5.	To Cash	62	10	
23.	To Ditto Mr. <i>Arwell and Co.</i>	5500		
24.	To Ditto by Mr. <i>John Cooke, Mr. Horneby</i>	5000		

Robert Fowle.

Per Contra.

		l.	s.	d.
Decemb. 19.	By Cash received,	10000		
January 3.	By ditto,	5000		
	By ditto,	5000		
1694. May 24.	By ditto,	425		
Decemb. 29.	By ditto, { 1100 } 200	1300		
January 7.	By ditto,	2584	13	1
16.	By ditto,	3280		
25.	By ditto, 100 G.	110		

Robert Fowle.

26. April 1695. The Receipt then produced by Sir Basil Firebrace.

I Charles Bates of Westminster, Esq; do hereby acknowledge to have received of Sir Thomas Cooke, of London, Knt. one Note signed by William Atwell, for himself and Partner, dated the 8th Instant, and payable to myself for 3000 Guinea's, which I promise not to receive or alter the property of, till such time as the Charter, now depending before their Majesties, for making of Regulations, Alterations and Additions, to the Charter and Stock of the present East India Company, shall pass the Great Seal of England; and in case the said Charter shall not pass the Great Seal on or before the 25th day of March next, I do hereby for my self, my Executors and Administrators covenant and agree to and with the said Sir Tho. Cooke his Executors and Administrators to restore and return the above-mentioned Note in the same manner I received the same: But if the said Charter shall pass the Great Seal on or before the day above-named, then the Money mentioned in the said Note to remain to me without further account for the same, witness my Hand this ninth day of September, 1693.

Charles Bates.

Witness B. St.

Mr. Actons Account read, 26. April 1695.

	l. s. d.
To Mr. James Cragg,	4540
To Colonel Goldwell,	1000
To Mr. Copper,	103
To Mr. James Cresser,	200
To Mr. Killgrew,	50
To Corronet Deene,	50
To Mr. Tho. Lloyd,	350
To Mr. F. J. J. Radley,	500
To Mr. Tho. Pullen,	50
To Corronet Ph. Darcy,	300
To Mr. Edward Roberts,	200
To Mr. Paul Duckenese,	500
To Corronet Vaughan,	150
To Expenses in two Sessions,	1300
To my self for advancing Money and Interest and Gratuity.	2000

11293

Whereas this Court by their Order of the 20th of December last, did empower us to meet, and rather to consider of the matters to us referred by their Order of the 14th of November preceding; we have in pursuance of the said Order inspected into the Companies Affairs, and do report as followeth.

1. Upon Examination of the Companies Cash-Book, we find that the Ballance of the 30th of October 1694. was 124249 l. 15 s. 10 d. and demanding of Mr. Portmans, the Cashire, if he had the same in Cash, he replied he had not, but instead thereof laid before us in writing on the 22d of November, 1694. the following particulars, viz.

90000	Leant upon Sir Tho. Cookes Note.
28634	By Notes on Receipts given by Mr. Atwell and Company.
6065	By Notes from several Persons taken by Sir Tho. Cookes Order.
1550 15 10	By several small sums.
Making 124249 15 10	Which makes the above-mentioned ballance.

And upon farther and more particular Examination why that 90000 l. was standing out, Mr. Portmans produces the then Governour Sir Tho. Cookes Note, in *hac verba*.

Received the 10th of January 1693. of Mr. Edmund Portmans for account of the East India Company 90000 l. which I have disbursd and paid for 99197 l. East India Stock for their account, which I promise to be accountable for account of the East India Company, and was by Order of Court, the 24th of November, 1693.

Per Thomas Cooke.

This Order of Court is in the words following.

It is Ordered that the Cashire General do from time to time make payment of such sums of Money for carrying on of the Companies Service, as the Governour shall direct, pursuant to the sence of the present Debate.

But we find no Entries or mention in the Courts Books or elsewhere what that Debate was, and how far the said Order tends to the buying a Stock, we submit to the Judgment of this Court.

And whereas it is alledged by Sir Tho. Cook, that for the 90000 l. aforesaid there was an agreement made the several Subscribers for 99197 l. on or before the 10th day of January 1693. yet we do not find to this hour any Warrant for the said sum, or any of that Stock transferred in the Companies Books for their Account, excepting 18300 l. Stock on the 15th of January last, for which the Company have paid 10200 l. which is charged to his Account. And we

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are further informed, that 24000 *l.* of the said Stock was resold at 74 *l.* per Cent. And we do likewise find, that there is an Order of the Court of Committees dated the 9th of November last, made upon a Report from the Committees of the Treasury; so much of which Report and Order as relates to the said Stock follows in *hac Verba*.

On reading a Report from the Committee of the Treasury touching the Accounts of the Deputy Governour, referred to them by Order of Court of the 26th of October last, which follows in *hac Verba*, viz.

We find, that admitting the 99000 *l.* Stock as the Court seemed to approve to be for the Companies Account in the sum of 90000 *l.* there will be due from the Company to Sir Thomas Cooke about 73000 *l.* to compleat the monies disbursd for the Investment of Cadiz; and according to the determination of the last Court, we went to Sir Josia Child, who declared that he never heard of the sale of the 24000 *l.* Stock until about the time it was mentioned to the Court; but as to his own Concern, he is willing to submit to the loss in that sale, considering the necessity he alledged by Sir Thomas Cooke for want of Money.

As to the Remainder of that Stock, being 75000 *l.* Stock, Sir Thomas Cooke declares it is engaged to several Persons for Monies taken up to supply the disbursements above-mentioned; which when the same is paid to him, he will be answerable for the said Stock.

The Court approved of the Disbursements made by the Deputy Governour, and of the 24000 *l.* Stock by him sold, for the reasons therein mentioned.

Which Appropriation being so many Months past *factum*, the Consideration thereof we likewise submit to this Court.

2. We find that the sum of 30000 *l.* is brought into the Companies Cash Book the 31th of March, 1694. after the Cash Book was cast up, in these words.

By Sir Thomas Cooke paid him on this Note according to an Order of Court of the 24th of November last.

The Receipt whereof, without a Warrant, is acknowledged by the said Sir Thomas Cooke, and remains in Mr. Portmans Hands in the words following.

RECEIVED the 31th of March 1694. of Mr. Edmund Portmans for the Account of the Honourable East-India Company the sum of 30000 *l.* which I promise to be accountable for, with Interest for the same, being for several sums advanced to several Persons, witness my Hand the Day and Year above written.

Per Thomas Cooke.

Notwithstanding which, we find the said Sum of 30000 *l.* carried to the Companies Debt in Charges General, and the Journal parcel of that Entry, created, by which it plainly appears to us, that the said Journal parcel of that date, was altered, and this Sum of 30000 *l.* introduced some time after. Besides we find the Account of Charges General stands ballanced and carried to profit and loss, with this 30000 *l.* included; but Mr. Thoroughgood, the Book-keeper, did declare upon Oath the 21th of February 1694. that the passing of this 30000 *l.* was an error of his; and coming to lay the Account of Charges General before Sir Thomas Cooke in November last, the Error was discovered by Sir Thomas Cooke, who gave him Orders to withdraw it from thence, and to place it to his own Account, which is now done; but the said proceeding between Sir Thomas Cooke and Mr. Thoroughgood was not made known to us, till we discovered the same in the Book. We further observe, that the said sum of 30000 *l.* is taken out of the Companies Cash without a Warrant, under pretence of the afore-mentioned Order of the 24th of November 1693. which we submit to the Consideration of this Court.

3. We further find the Sum of L⁹ 9000 *l.* Stock declared to be bought for the Company by Sir Bazil Firebrace, which cost 8520 *l.* as by the following particulars.

December	Of Alvaro de Costa,	1000 <i>l.</i> at 95 <i>l.</i> per cent.
5. 1693.	Of Benjamin Levi,	1000 <i>l.</i> at 95
	Of Richard Cock,	a 1000 <i>l.</i> at 95
Ditto 6.	Of Samuel Ongley,	1000 <i>l.</i> at 95
	Of Sir R. Ainsworth	2000 <i>l.</i> at 95.
22.	Of D ^r . Sir Rowland,	1000 <i>l.</i> at 95
January 4.	Of Capt. W. Heath,	1000 <i>l.</i> at 95
Apr. 1694.	Of George Farvis,	500 <i>l.</i> at 90
	6. Of Peter Monger,	500 <i>l.</i> at 90

L⁹ 9000 amounts to 8520

As also a Sum of 7828 *l.* 13 s. 1 d. including Interest and Charges thereon for Guinea's given out to have the refusal of Stock at high Rates, and transfacted without any Order from the Court of Committees for the same, to the great damage and dishonour of the Company. In the examination of the said matter, we do find that the Contracts upon the Guinea's given out as aforesaid, were made in the Names of Private Persons, and not Members of the Company; that in those Contracts no such Provision was made as might Entitle the Company to the Benefit, had any arisen by the same; but on the contrary, the said Contracts were never made known to the Court of Committees, until some Months after the expiration of the time; so that if there had arisen any profit upon them, they might then have been applied to his proper Account who had the negotiating of them; in consideration whereof it appeared to us, that those Contracts did no way concern or oblige the Company; and under-

derstanding that the Committee of the Treasury had made a Report of the 9th of November, disallowing the same, the Clause whereof follows in *hac verba*, viz.

As to the Disbursements pretended to by Sir Bazil Firebrace for Guinea's given out to have the Refusal of Stock at a certain time, and the Monies paid for Stock bought, Sir *Josia Child* doth declare he never was privy to any such Negotiation till very lately, nor doth he nor our selves find any ground for such an Authority given to him by the Court, whereby to lay the loss upon the Companies Stock, and therefore we can give no other Report thereupon, but refer it back to the Court.

And also being inform'd that the Money was not actually paid the 19th of November, we did, as we apprehended it our Duties to do in behalf of the General Joint-stock, use our endeavours as much as in us lay, to prevent the payment of the said Money, by giving the following Intimation in writing to the Companies Officers, which was produced to the Court of Committees, viz.

In pursuance to an Order of the General Court of Adventurers, for the General Joint-stock to the *East-Indies*, dated the 14th of November 1694. empowering us to inspect into the Affairs of the General Joint-stock, under the management of the Court of Committees, whereof several Transactions that have been had therein for the satisfaction of the Adventurers; and whereas uppon the consideration had of the same, Information hath been given us, that there is the sum of 15348*l.* 13*s.* 1*d.* demanded by Sir Bazil Firebrace for Guinea's given out upon Contracts for Stock, and for Stock bought, and an Order of the Court of Committees for payment of the same; which Disbursement is in our Opinion Irregular, being done without Order, and the Order for payment thereof is also irregular, being *post factum*: We therefore agreeing unanimously that it ought not to be allowed without the Approbation first had of a General Court, have thought fitting in behalf of the said Court to signify unto their Accountant General, that he shall not make out any Warrant for and to the Committee of the Treasury and the Cashire General, that they shall not pay the said sum of 16348*l.* 13*s.* 1*d.* or any part thereof, or affix the Companies Seal to any Bill or Bills to that purpose, till the Pleasure of the said General Court be first known. Given under our Hands this 19th of November 1694

Nath. Tench. Edward Rudge.
Jeremy Sambrook. Robert Marshall.
Ben. Bathurst. George Bonn.
Frankoner. Isaac Houlbon.
John Ward.

Notwithstanding which Report of the Committee of the Treasury and Intimation aforesaid, yet the said Committee were pleased to approve of the said

Contracts *post factum*, by an Order of theirs of the 9th of November last, in the words following.

And as to the demands of Sir Bazil Firebrace, amounting to 16866*l.* 9*s.* 8*d.* the particulars whereof are under mentioned.

Sir Tho. Cooke is Debtor to Sir Bazil Firebrace,
For Account of the *East-India Company*.
1693. For *Premio* of Refusal of Stock at 6 Months.
Of 32000*l.* by *Abraham Wilmer*.
Of 29750*l.* by *John Barkdale*.
Of 1800*l.* by *Jacob Marsham*.
Of 7500*l.* by *Jasja Davis*.

71050*l.*

As by the several particulars amounting to	7110 14 0
For 9000 <i>l.</i> Stock bought of divers Persons, as per particular,	8520
11. Septemb. 1694. For Interest to this day of the abovesaid Payments, as per particular,	517 15 7
For Brokerage of 8500 <i>l.</i> at $\frac{1}{4}$ per cent. <i>L.</i>	200 02 6
	16348 13 1
Gratuity	517 16 7
	16866 09 8

The same being now taken into serious debate, and Sir Bazil Firebrace affirming that the whole Transactions of that Affair, and the Persons managing the same, were by particular Order of Sir Thomas Cooke, the then Governour, wherewith he was frequently made acquainted, and that Sir Bazil had no particular Interest in or Advantage thereby; and the Governour declaring that he was made acquainted therewith six Month ago, and importuned by Sir Bazil Firebrace that the said Account might be advised by the Deputy Governour on consideration thereof had, the Court thought fit to allow of the said Account excepting the *L.* 517*l.* 16*s.* 7*d.* therein demanded for a gratuity, and ordered that a Warrant be made out for the same, Sir Bazil first transferring the 9000*l.* unto the Secretary for the Companies use.

And also were pleased to sign Warrants for payment of the said Money, which accordingly was done, viz. *L.* 7828*l.* 13*s.* 1*d.* the 7th of December, and 8520*l.* the 4th of January, making in all 16348*l.* 13*s.* 1*d.* which we likewise submit to the consideration of this Court.

4. We farther find several Contracts are said to be made by Sir Thomas Cooke, and Sir Bazil Firebrace and Sir Joseph Herne, for stock, to the value of *L.* 67389*l.* 19*s.* 6*d.* viz. *L.* 34342*l.* 9*s.* 6*d.* by Sir Thomas, and 2843*l.* 10*s.* by Sir Bazil, and 5000*l.* by Sir Joseph Herne for the Companies Account, to be put upon them

them at 100 *l. per cent.* at any time before the 10th of *January* last, the which Stock now stands transferred in the Companies Books, to Mr. Secretary *Blackbourns* for their Account, by which they are like to be great Losers; yet we find the same to be allowed of by an Order of Court of the 26th of *October* last, in *hac verba, viz.*

The Deputy Governour representing to the Court, that himself and Sir *Bazill Firebrace* had for the encouragement of the late Subscriptions entred into Bonds to several Persons for accepting of Stock, to the value of 65267 *l. 10 s.* in *December* and *January* next at 100 *l. per cent* if demanded of them, *viz.* 37222 *l.* thereof by the Deputy Governour, and 28043 *l. 10 s.* by Sir *Bazill Firebrace*, the whole having been subscribed and paid in, and no part thereof on either of their Accounts; and desiring they might be Indemnified for what loss should accrue thereon if any; the Court declared they should be

Indemnified accordingly under the Companies Seal, if required.

And altho the said Contracts, as we are informed, were given up at the sealing of the Bonds for the Money; yet when we demanded a view of them, to see what consideration and other terms of Agreement, we found them suppress, excepting only those made by Sir *Thomas Cooke*; and as Mr. *Portmans* said, were delivered into the Hands of Sir *Bazill Firebrace*, notwithstanding the Order of Court of the 4th of *January* last, which refers it to the Committee of the Treasury to direct the taking up of the Engagements of the Deputy Governour and Sir *Bazill Firebrace*; so that we are deprived of giving the Court such an Account of this Article as is necessary; only this we know, that Consideration was allowed for some of them, and not accounted for to the Company, which we likewise submit to the consideration of this Court.

5. We find upon the Companies Account of Charges General, paid out of the Cash, *viz.*

In June 1688	—	L'	1079	12	02	} Sir Benjamin Bathurst Governour. Sir Josia Child Deputy.
January	—	—	205	01	04	
December 1689.	—	—	400	00	00	
January	—	—	546	00	06	
August 1690.	—	L'	314	08	08	
	—	L'	369	00	00	} together — — 2230 14 00
August 1690	—	L'	314	08	08	
	—	L'	369	06	08	
January	—	—	871	13	04	
February	—	—	1174	10	00	
April 1691.	—	—	595	08	00	} Sir Joseph Hurn Governour. Sir Tho. Cooke Deputy
May	—	—	450	00	00	
October	—	—	435	16	08	
	—	—	545	16	08	
January	—	—	1073	06	08	
March	—	—	3652	10	00	} together — — 15532 09 02
April 1692.	—	—	2250	00	00	
	—	—	2409	15	04	
March 1693.	—	—	2000	00	00	
May	—	—	22275	00	00	
October	—	—	1091	13	04	} Sir Tho. Cooke Governour. Mr. Tyssin Deputy.
November	—	—	24983	00	00	
January	—	—	30000	00	00	
March	—	—	2393	09	07	
	—	—				
	—	—				} together — — 87402 12 03
	—	—				
	—	—				L' 103165 15 05

Of the disposal of which Money we have been able to obtain no further Account, than that the same is made paid in the Companies Books in General Terms for Special Service; and that great part thereof was, as we are informed, put into the Hands of Sir *Bazill Firebrace*: But the most material Orders of Court that appear to us to relate to the greatest sums, are as followeth.

At a Court of Committees holden the
13th of April 1693.

THE Governour this day acquainting the Court with what proceedings had been made in their Affairs towards granting a New Charter, and with what had been

been disbursed by him in prosecution thereof, the Court approved of the said Charges, and L' 22275. ordered a Warrant to be made out for the same, returning him thanks for his great care, pains and trouble in their Service, desiring him to proceed in the perfecting thereof.

The 24th of November, 1693.

THE Governour this day making a Representation of what Sums of Money had been by him L' 24983. of late disbursed in the management and carrying on of the Companies Affairs for their Service; the Court approved thereof, and ordered that a Warrant be made out for making the same paid in Cash accordingly, giving him their thanks for his great care and pains taken therein.

The 22th of January, 1693.

IT being represented to the Court, that in the further prosecution of their Affairs, and in order to their Settlement, there has been several sums of L' 30000. Money disbursed, amounting to 30000 l. the particulars thereof were now laid before them. On consideration thereof had, it is ordered that the said Money be made paid in Cash, and that a Warrant be made out accordingly.

6thly, We do also think fit to lay before this Court a brief state of Sir Thomas Cooke's Account, as it occurs to us, and is as followeth.

That the said Sir Thomas Cooke was indebted to the Company before the Transfer of 18300 l. Stock the 16th of January last, and mentioned in this Report, as near as we can compute, the sum of 69400 l. without any Interest charged, which we conceive will be very considerable.

But if the said 18300 l. Stock at ninety per cent. amounting to 16470 l. should be allowed by this Court (which we do refer to their serious consideration) then there will yet remain due to the Company from the said Sir Tho. Cooke the sum of 52930 l. without any Interest charged, as before. All which is nevertheless submitted to the further consideration of this Court. Dated at the East-India House the 12th of March, 1694.

Nat. Tench.	R ^o Marshall.
Will. Falkner.	Benjamin Baskurst.
J ⁿ Ward.	Isaac Houlton.
Jeremiah Sambroke.	George Bonne.
Edward Rudge.	

We the Persons hereunder subscribed, do hold ourselves obliged, in pursuance of the Orders of the General Court of the 14th of November and 20th of December, further to Report as followeth.

We find that the Month of September 1690. Sir Joseph Herne being Governour, and Sir Tho. Cooke Deputy, there was a Contract made by Mr. Robert Wooley in behalf of the said Governour and Deputy and others, for all the Companies Pepper, which they then had by them at 11 d. $\frac{1}{2}$ per pound, for Mallabar and Jambe Pepper 10 d. $\frac{1}{2}$ per pound, for the Billapatam, and for all that should arrive betwixt that and the 11th day of March following; and that in December after the Contract, the Parliament did put 3 d. a pound as a new Duty upon all Pepper that should arrive: By which Act the said 3 d. a pound was all to be paid back again upon the Exportation; and that in January following the Ship *Chandois* did arrive with 117000 weight of Pepper; upon notice whereof, in February following, Mr. Robert Wooley, the Broker, came before the Court of Committees, and demanded the said Pepper at the price agreed on in his former Contract; who being withdrawn, the Court debated whether he should be obliged to deliver it before they were assured they should receive satisfaction for the 3 d. a pound; and upon promise of the then Governour and Deputy, who were Parties concerned in the Contract, that they should receive satisfaction for the same, the Court did agree to the delivery of it; which said 3 d. a pound is not made good to the Company, and is to their damage about the sum of 14000 l.

We find a Contract bearing date the 28th of February 1693: for 200 Tuns of Salt Peter, to be brought home in the Ship *Seymour* from India, to pay the sum of 12000 l. for the same, and 25 l. per Tun freight to the Owners of the Ships, besides all charges here, 2000 l. (part of the said 12000 l.) which was the sum sent out to purchase the Salt Peter, is actually paid out of the Companies Cash; and a Bond for the remaining 11000 l. is given under their Seal, payable the 31th of March next, whether the Ship arrive in safety or not; with this Limitation only, that if 200 Tuns of Peter be not laden upon the said Ship, then to repay in proportion to the want thereof: So that the result of this Contract is this, the Company run the Adventure of 12000 l. for that which costs only 2000 l. and must consequently lose 10000 l. if the Ship miscarry; and on the contrary, the Seller on the other side gets 10000 l. clear, without disbursing or running the hazard of one penny; and what is yet more, as certain a loss of 9 or 10000 l. will attend it if the Ship arrive in safety. All which nevertheless is submitted to the further consideration of this Court. Dated at the East-India House, the 12th of March, 1694.

Nathaniel Tench.	Jeremiah Sambroke.
William Fawcner.	Edward Rudge.
J ⁿ Ward.	R ^o Marshall.

E

This

This Report when given into the General Court, was also signed by Sir Benjamin Barburst and Isaac Houlton.

An Account of the Disposal of 4540 l. which I received of Mr. Acton, which was disbursed in the manner following.

TO Mr. William Wallis for his Solicitation and Encouragement to engage in the Companies Stock and Interest.	l. s. d. 1150 0 0
To Mr. Chudleigh for his Pains and Solicitation.	100 0 0

To Mr. Ridley, which was all or the greatest part given to Mr. Ferguson to the best of my Remembrance.	104 0 0
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To Mr. Darcey 50 Guinea's in part for his Solliciting and Application in the Companies Affairs.	54 0 0
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To Mr. Roberts in part for the same.	54 0 0
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More in Expences for the year 1692.	390 0 0
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More in Expences for the year 1693.	460 0 0
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More in Expences for the year 1694.	410 0 0
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More for Encouragement of my Friends and Self to subscribe 7000 l.	350 0 0
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More for my own Pains and Sollicitations in the Companies Affairs to prevent a New Settlement, and endeavouring to Establish the Old East-India Company.	1468 0 0
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In all	4540 0 0
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Jam. Craggs.

ARTICLES of IMPEACHMENT

A G A I N S T

Thomas Duke of Leeds, Lord President.

Brought up the 29th of April, 1695.

Articles exhibited by the Knights, Citizens and Burgeses in Parliament Assembled, in the Name of Themselves, and of all the Commons of England, against Thomas Duke of Leeds, President of His Majesty's Most Honourable Privy Council, for High Crimes and Misdemeanors.

1. That certain Merchants trading to the East-Indies, having either forfeited their Charter, or being under an apprehension that they had forfeited the same, and having made their humble Applications to their Majesties in Council for obtaining a Charter of Confirmation; the said Duke of Leeds being then President of Their Majesties Most Honourable Privy Council, and

sworn to give their Majesties true and faithful Advice, did, contrary to his Oath, Office and Duty to Their Majesties, and in Breach of the Great Trust reposed in him, by Himself, his Agents or Servants, corruptly and illegally treat, contract and agree with the said Merchants or their Agents for five thousand five hundred Guinea's to procure the said Charter of Confirmation, and also a Charter of Regulations, or to use his endeavours to obtain the same.

2. That in pursuance of such corrupt Contract and Agreement, the said Duke of Leeds did by Himself, his Agents or Servants, receive or accept from the said Merchants, or their Agents, certain Notes or Securities,

Securities, whereby he or they were empowered to receive the said five thousand five hundred Guinea's, upon the passing of the said Charters.

3. That soon after the passing of the said Charter of Confirmation, the sum of two thousand five hundred Guinea's, part of the said five thousand five hundred Guinea's; and soon after the passing of the said Charter of Regulations, the further sum of three thousand Guinea's, other part of the said five thousand five hundred Guinea's, were, pursuant to the said corrupt Contract and Agreement, actually received by the said Duke of Leeds, or by his Agents or Servants, with his privity and consent.

And the said Knights, Citizens and Burgeses by Protestation, saving to themselves the liberty of exhibiting at any time hereafter any other Accusation or Impeachment against the said Thomas Duke of Leeds, and also of replying to the said Answer that the said Duke of Leeds shall make unto the said Articles, or any of them; or of offering Proof of the Premises, or any other Impeachments or Accusations that shall be exhibited by them, as the Case shall (according to the course of Parliament) require; Do pray that the said Thomas Duke of Leeds be put to Answer the said Crimes and Misdemeanors, and receive such Punishments as the same shall deserve; And that such Proceedings, Examinations, Trials and Judgments may be upon every of them had and used, as is agreeable to Law and Justice.

The Answer of *Thomas Duke of Leeds* to the Articles of Impeachment exhibited against him by the Knights, Citizens and Burgeses in Parliament Assembled.

April 30. 1695.

His Defendant saving to himself all Advantages of Exceptions to the said Articles, humbly saith, that he is not guilty of all or any the Matters by the said Articles charged in manner and form as the same are by the said Articles charged against him. Ed. Council off G. Lardner

A Paper delivered at the Conference desired by the Commons the 3d of May, 1695.

201 *Re. info. L.*
That the Commons will make good the Charge against the Duke of Leeds, in manner and form as in the Articles mentioned. And that the Committee, who were appointed to draw the said Articles, have been daily employed in looking into Evidence against the said Duke; And that in the Preparation of that Evidence they meet with an Obstruction, that Monsieur Robart, who appeared by the Depositions before the Committee of both Houses to be a material Witness, is withdrawn since the Impeachment carried up, which hath been the reason that the Commons have not yet acquainted your Lordships when they can be ready to make good the said Impeachment; The Commons being desirous that Justice be done without any manner of Delay.

F I N I S.